

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS**

**CONSTRUCTION ADMINISTRATOR'S CONTRACT FOR DESIGN PHASE
AND CONSTRUCTION PHASE SERVICES**

This contract is entered into this 24th day of September, 2009, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

**Dimeo Construction Company
1211 Chapel Street
New Haven, CT 06511**

hereinafter called the "Construction Administrator " or "CA", for certain services herein designated in connection with a project, hereinafter referred to as the "Project," entitled:

**New Parking Structure
Eastern Connecticut State University
Willimantic, Connecticut**

Project Number: **BI-RW-282-DB**
Contract Number: **BI-RW-282-CA**

WITNESSETH, that the parties hereto, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

I. GENERAL

- A. The Construction Administrator accepts the relationship of trust and confidence established with the State by this contract, and agrees to cooperate with the architect, hereinafter referred to as the Architect, for the Project in furthering the interests of the State. The State shall endeavor to promote harmony and cooperation among the State, Architect, Construction Administrator, and other persons or entities employed by the State.
- B. The Construction Administrator agrees to furnish certain services as set forth in "Exhibit A" which exhibit is attached hereto and made a part hereof. Said services shall be furnished within such time as determined by the Commissioner of DPW, hereinafter referred to as the Commissioner.
- C. The Construction Administrator agrees to become familiar with and follow the DPW written procedures as defined in the "DEPARTMENT OF PUBLIC WORKS CONSULTANTS PROCEDURE MANUAL, dated October 2008, which may be amended from time to time.
- D. The Construction Administrator shall work under the direction of the DPW Project Manager in consulting with the State Fire Marshal, the State Building Inspector, the Department of Environmental Protection, and other State and Federal agencies having jurisdiction over the Project to ascertain requirements of the Project and to become familiar with said agencies' concerns, requirements, and procedures.
- E. The recommendations and advice of the Construction Administrator concerning design alternatives shall be subject to the review and approval of the State and the State's professional consultants. It is not the Construction Administrator's responsibility to ascertain that the drawings

and specifications for the Project are in accordance with applicable laws, statutes, ordinances, building codes, rules, and regulations. However, if the Construction Administrator recognizes that portions of the drawings and specifications are at variance therewith, the Construction Administrator shall promptly notify the Architect and State in writing.

F. Indemnification.

- a. The Construction Administrator shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the contract, including the noncompliance with applicable statutes, codes and regulations, or the acts of commission or omission (collectively, the "Acts") of the Construction Administrator or Construction Administrator Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Construction Administrator shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Construction Administrator's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.
- b. The Construction Administrator shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Construction Administrator or any Construction Administrator Parties. The State shall give the Construction Administrator reasonable notice of any such Claims.
- c. The Construction Administrator's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Construction Administrator is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- d. The Department of Public Works shall be entitled to recover under the Construction Administrator's insurance policy even if a body of competent jurisdiction determines that the Department of Public Works or the State are contributorily negligent.
- e. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- f. This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.
- g. Definitions. Unless otherwise indicated, the terms included above shall have the following corresponding definitions:

Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Construction Administrator Parties: A Construction Administrator's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Construction Administrator is in privity of oral or written contract and the Construction Administrator intends for such other person or entity to perform under the contract in any capacity.

Records: All working papers and such other information and materials as may have been accumulated by the Construction Administrator in performing the contract, including but not

limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

II. PAYMENT OF CONSTRUCTION ADMINISTRATOR'S FEE

- A. The State agrees to pay the Construction Administrator for the services herein described the fee set forth in "Exhibit B" which is attached hereto and made a part hereof. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Construction Administrator has substantially changed as determined by the Commissioner.
- B. Said fee shall include, but such inclusions shall not be limited to, all costs-of-living increases, transportation, and communication, whether within or without the State of Connecticut, connected with the discharge of the Construction Administrator's duties under this contract unless specifically noted by the Commissioner as a reimbursable expense.
- C. No payments shall be made until any services furnished have been properly performed and the materials submitted have been reviewed and approved by the State.
- D. It is understood that the Construction Administrator's total fee as hereinbefore determined in this article shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article III. It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner in the event of suspension or termination, as provided in Articles VIII and IX.

III. SPECIAL SERVICES

- A. At the option of the State, the Construction Administrator may be required to contract for special services.

B. SPECIAL CONSULTANTS

- 1. Should it be necessary for the Construction Administrator to engage the services of a licensed land surveyor, geotechnical engineer, test boring firm, or other special consultants for the purposes of this contract, the State shall reimburse the Construction Administrator for the cost of such services and in addition shall also pay the Construction Administrator five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- 2. The Construction Administrator shall define and prepare the scope of additional special services for the State's prior review and approval.
- 3. The Construction Administrator shall arrange to have at least three (3) qualified consulting firms submit written proposals for the work directly to the State in sealed envelopes.
- 4. The State reserves the right to waive any or all of these requirements, as set forth in subsection B of Article III.

IV. INSURANCE

The Construction Administrator for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Construction Administrator must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, and commercial general liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

A. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation:

Statutory limits

- 2. Employers' Liability:
 - a. Bodily injury by accident: \$500,000 policy limit
 - b. Bodily injury by illness: \$100,000 each accident
 - \$100,000 each employee

- B. Commercial General Liability:
 - Combined single limit: \$1,000,000 each occurrence
 - \$2,000,000 annual aggregate

- C. Comprehensive Automobile Liability
 - (to include owned, non-owned and hired vehicles): \$1,000,000 each occurrence
 - Combined single limit: \$1,000,000 annual aggregate

- D. The Construction Administrator shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Construction Administrator agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

V. CONFIDENTIALITY OF DOCUMENTS

- A. The Construction Administrator agrees on behalf of the Construction Administrator and the Construction Administrator's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Construction Administrator's work and duties under this contract. This limitation on use applies to those items produced by the Construction Administrator, as well as to those items received by the Construction Administrator from the Department of Public Works or others in connection with the Construction Administrator's work and duties under this contract.
- B. The Construction Administrator further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.

- C. The Construction Administrator further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

VI. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, SEXUAL HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS

- A. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Construction Administrator.

- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with

respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

B. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.
- C. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as Exhibit C). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.
- D. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Affidavits."
- E. **CAMPAIGN CONTRIBUTION RESTRICTION PROVISION**

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment {SEEC Form 11}.

VII. LARGE STATE GOVERNMENT CONTRACTS

If the Construction Administrator is a large state contractor, the Construction Administrator shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

- A. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.
- B. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
- C. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

VIII. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Construction Administrator. In such event, the Construction Administrator shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Construction Administrator's

address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Construction Administrator as to failure to receive notice of such suspension.

- B. In the event of suspension by the State as noted above, the Construction Administrator shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Construction Administrator pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Construction Administrator and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents, estimates, and schedules prepared pursuant to this contract.
- E. If the Construction Administrator should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents, estimates, and schedules prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

IX. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Construction Administrator of a written notice of termination.
- B. The notice of termination shall be sent by registered or certified mail or by hand delivery to the Construction Administrator's address as furnished to the State for purposes of correspondence. Upon receipt of such notice, the Construction Administrator shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, correspondence, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Construction Administrator in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.
- C. If the termination is for the convenience of the State, the Construction Administrator shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- D. If the termination is for reason of failure of the Construction Administrator to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Construction Administrator shall be liable to the State for any additional costs occasioned to the State thereby.
- E. If after notice of termination for failure of the Construction Administrator to fulfill its contract obligations it is determined that the Construction Administrator had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Construction Administrator shall be entitled to reasonable compensation as provided in Section A of this article.
- F. If the Construction Administrator is a sole proprietor and the Construction Administrator should become deceased this contract shall be considered terminated. In the event of such termination,

the Construction Administrator's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents, estimates, and schedules prepared under this contract. The Commissioner shall determine the amount of such payment.

X. ENTIRE AGREEMENT

No prior stipulation, agreement, or understanding, verbal or otherwise, of the parties hereto, their agents, or legal representatives shall be valid or enforceable unless embodied in the provisions of this contract.

XI. ANNUAL CERTIFICATION

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Construction Administrator shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

XII. CONNECTICUT LAW

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

XIII. SOVEREIGN IMMUNITY

Nothing in this contract shall be construed as a waiver or limitation upon the State's sovereign immunity. To the extent this article is found to be inconsistent with any other part of this contract, this article shall control. This article of the contract shall survive the completion and/or termination of this contract.

XIV. APPROVAL OF STATE PROPERTIES REVIEW BOARD

~~As provided in Connecticut General Statutes Section 4b-23 (i), it is essential for the Construction Administrator contracting with the DPW to understand that the approval of the State Properties Review Board must be granted before the Construction Administrator's contract can begin. By providing service without a properly executed contract, the Construction Administrator accepts the risk that payment will not be made by the State of Connecticut.~~

(Handwritten: SFR)

XV. APPROVAL OF THE ATTORNEY GENERAL

This contract shall become effective when it is approved as to form by either the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, or an Associate Attorney General of the State of Connecticut.

XVI. STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS

- (a) All services performed by and material supplied by the Construction Administrator under this contract shall be subject to the inspection and approval of the State at all times, and Construction Administrator shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Construction Administrator shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Construction Administrator's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Construction Administrator shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the

actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Construction Administrator's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.

- (c) The Construction Administrator agrees to make all of its Records available for inspection and/or examination by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Construction Administrator's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Construction Administrator at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Construction Administrator shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Construction Administrator which pertains to the State's business or this contract.
- (e) The Construction Administrator agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The Construction Administrator also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Construction Administrator shall incorporate the provisions of this article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the Department of Public Works, and the Construction Administrator have executed this contract.

Attested by:

State of Connecticut

Holly J. Hart
Witness Holly J. Hart

Diane M. Chace
Witness Diane M. Chace

By: Raeanne V. Curtis
Raeanne V. Curtis
Its Commissioner
of the Department of Public Works

Date signed: 9-24-09

Attested by:

Dimeo Construction Company

Lori A Corsi
Witness LORI A CORSI

Marianna Zotos
Witness MARIANNA ZOTOS

By: [Signature]
Its COO/EVP, duly authorized

Date signed: 8/21/09

Approved as to form:

[Signature]
ASSOC. ATTY. GENERAL

Attorney General

Date signed: 10/7/09

~~IN WITNESS WHEREOF~~, the State, acting herein by its Commissioner of the Department of Public Works, and the Construction Administrator have executed this contract.

Attested by:

State of Connecticut

~~Witness~~

By:

Raeanne V. Curtis
Its Commissioner
of the Department of Public Works

Date signed:

~~Witness~~

Attested by:

Dimeo Construction Company

By:

Stephen F. Rutledge
Its COO/VP, duly authorized

Date signed: 8/21/09

Lori A Corsi
Witness LORI A CORSI

Marianna Zotos
Witness MARIANNA ZOTOS

Approved as to form:

Attorney General

Date signed:

Save for printed/typed
name

EXHIBIT A

**New Parking Structure
Eastern Connecticut State University
Willimantic, CT
Project No. BI-RW-282-DB
Contract No. BI-RW-282-CA**

I. PROJECT DESCRIPTION

Design and construction of an Eight Hundred and Eight (808) car parking garage to be located at the Eastern Connecticut State University campus in Willimantic, Connecticut. The project shall also include the construction of a right turn lane on Charter Oak Road at the intersection of High Street that is required by the State Traffic Commission, the demolition of the existing softball field and support building, a streetscape and a pedestrian way along the residents halls. The project is design-build and includes site improvements, utilities, demolition and new construction.

II. CONSTRUCTION ADMINISTRATOR'S SCOPE OF PROFESSIONAL SERVICES

The Construction Administrator shall not commence any phase work under the contract until the Construction Administrator receives written authorization to proceed from the DPW Project Manager.

If the Construction Administrator observes that the scope of work, construction cost, or any other relevant documentation is at variance with the requirements of the project, the Construction Administrator shall promptly notify in writing the design builder and the State.

The Construction Administrator shall provide personnel with the qualifications and experience necessary to perform the various tasks herein described. The DPW shall be the sole judge of the qualifications of assigned personnel, and shall have the right to approve and reject personnel, and have removed any personnel it considers unsatisfactory.

The Construction Administration services to be provided under this contract will consist of the following two phases:

1. Phase I - Design Review Services
2. Phase II - Construction Services

A. PHASE I - DESIGN REVIEW SERVICES

1. The Construction Administrator shall perform the following oversight tasks:

- 1.1 Review a schedule of milestones from the selected design builder to indicate when progress submissions are to be made to DPW and turnaround times for review comments. Document the process and update as required.
- 1.2 Attend two design meetings (at approximately 50% and 90% design completion) to provide input on the conformance of the design with the Request for Proposal document. Advise DPW in writing of the CA's review of the two design submittals. Responsibility for code compliance will remain with the design builder.
- 1.3 Prior to construction starting, the CA will provide DPW with a written summary of its review comments and the associated resolution by the design builder.

2. Design review:

Review the 50% and 90% design submittals provided by the design builder and provide written comments to DPW as a report. Each report will address site work and utility connections, soil conditions as reported by the design builder, structure, building construction, commissioning, waterproofing and mechanical, electrical and plumbing (MEP) systems.

3. Cost review:

The Construction Administrator will review cost data information provided by the design builder during the design review phase. The Construction Administrator will immediately notify the DPW Project Manager if and when it becomes apparent the construction budget is exceeding the established budget of **\$16,250,000** (including inflation through construction) for the building and sitework.

4. Submittals:

The Construction Administrator shall submit to DPW four (4) copies of the 50% and 90% bound design review reports, in 8½-inch by 11-inch format, containing all necessary information, including schedules, reports, analysis, and estimates, all as provided by the design builder, within three weeks of receiving the associated 50% and the 90% design submittals.

B. PHASE II - CONSTRUCTION SERVICES

DUTIES AND SERVICES:

The Construction Administrator's construction phase services are for a time period not to exceed eighteen (18) months, commencing with the date set forth in the written notice to proceed sent to you by the DPW Project Manager. Said number of months may be extended in writing by the Commissioner of the DPW, hereinafter referred to as the Commissioner. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Construction Administrator, the Construction Administrator may be paid a reasonable fee for any services required beyond the 10% construction contract time overrun. A reasonable fee shall be determined by the Commissioner for an appropriate level of services for the extended time. The parties recognize that during the extended time the level of staffing and/or services may be decreased, which shall be considered by the Commissioner in the determination of a reasonable fee. The question of fault or no fault on the part of the Construction Administrator shall be determined by the Commissioner in his/her sole discretion. His/her determination shall be fair and equitable, and shall be final and binding.

The Construction Administrator shall consult with DPW to ascertain the requirements of the project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution. The Construction Administrator shall familiarize itself with the construction documents. In accordance with State requirements, the Construction Administrator shall perform construction administration on the construction project as designed and built by the design builder.

The Construction Administrator agrees to follow the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" prepared by the State of Connecticut, Department of Public Works, given to the Construction Administrator prior to this contract being entered into and which may be modified from time to time.

1. Construction Schedule

The Construction Administrator shall review and recommend for approval the construction schedule submitted to the State by the design builder. The Construction Administrator shall

review the schedule for compliance with the construction documents and inform the State of any deficiencies.

The Construction Administrator shall record, monitor, review and provide recommendations to the State on the shop drawings submittals' and procurement schedules' conformance with the construction documents, project conditions, and approved construction schedule.

During the progress of construction, the Construction Administrator shall obtain from the design builder updated monthly schedules. It shall review them to identify potential variances from the scheduled completion dates. It shall also approve and review schedules for parts of the work not started or incomplete and recommend to the DPW and the design builder adjustments (recovery schedules) in the schedules to meet the construction completion dates.

The Construction Administrator shall also provide monthly updated status reports documenting all changes to the master precedence construction network schedule and provide an impact analysis of any variances to the approved construction schedule.

2. Schedule of Values

The Construction Administrator shall review and recommend for approval the schedule of values payment as submitted to the State by the design builder. The Construction Administrator shall review the schedule of values for compliance with Article 25 of the *Design-Build General Conditions* and inform the State of any deficiencies. The Construction Administrator shall forward its recommendation for approval to the DPW.

3. Periodic Requisition for Partial Payment

During the progress of construction, the Construction Administrator shall review monthly applications for payment from the design builder and recommend for payment in accordance with Article 26 of the *Design-Build General Conditions* and inform the State of any deficiencies. The Construction Administrator shall forward its recommendation for approval to the DPW.

4. Project Meetings

The Construction Administrator shall establish, attend, conduct, record, and distribute minutes of all project meetings, which shall include, but not be limited to, the following meetings with the participants as required:

- a. Bi-weekly Project meetings will occur once every two weeks with the client agency, the State, the design builder, and the Construction Administrator.
- b. All other meetings that State officials may require.

5. Supervision and Inspection

The Construction Administrator shall review all work of the design builder, subcontractors, and any additional service providers for compliance with the construction documents. It is expressly understood between parties that the construction administration services are periodic which does not allow for full time onsite presence. The Construction Administrator shall review the shop drawings for compliance with the construction documents without assuming any of the liabilities or responsibilities of the design builder. The Construction Administrator shall act as the State's liaison with the design builder. It shall assist in understanding the intent of the construction documents. It shall assist in obtaining from the State and the design builder additional details or information when required for proper execution of the work.

- a. The Construction Administrator shall conduct periodic visits and monitor the work in progress to assist the DPW in determining if the work is in general proceeding in accordance with the construction documents. Administration of the project is not required on a daily basis, but visitations will be performed weekly at a minimum.
 - b. The Construction Administrator shall monitor, as required by DPW, special inspections required by the construction documents. The design builder is responsible for hiring and scheduling the special inspectors and the testing lab.
 - c. The Construction Administrator shall report in writing to the DPW whenever any work is unsatisfactory, faulty or defective, or does not conform to the construction documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, and advise the DPW and the design builder of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - d. The Construction Administrator shall monitor tests, equipment/systems start-ups, systems commissioning and operating/maintenance training, as required by DPW. The design builder is responsible for scheduling and coordinating these activities. The Construction Administrator shall maintain adequate records thereof, and observe, record, and report in writing to the DPW and the design builder appropriate details relative to problems with these activities.
 - e. The Construction Administrator shall consider and evaluate the design builder's suggestions for modifications to the drawings or specifications and report its related recommendations to the DPW Project Manager.
 - f. The Construction Administrator shall review the safety program for the project provided by the design builder. The Construction Administrator shall notify the design builder and the DPW in writing of any violations of the safety program. The Construction Administrator shall stop the construction work if it perceives that a life-threatening situation exists. This action must be reported to the DPW Project Manager immediately in writing.
 - g. The Construction Administrator shall monitor on a periodic basis permitting required including environmental and utility related.
 - h. The Construction Administrator shall monitor on a periodic basis the removal and legal disposal of all existing equipment, demolished materials and structures, all utility connections and restoration of telecommunications and various interconnected building systems currently employed at ECSU.
6. Documentation, Records, and Reporting
- a. The Construction Administrator shall maintain in an orderly and secure manner at the job site all project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original construction documents, and all relevant paperwork required to track, monitor, and administrate the construction documents.
 - b. The design builder shall submit to the Construction Administrator a daily diary or log book recording the design builder's and subcontractors' hours on the job site, weather conditions, deliveries, equipment on the job site, data relative to questions of work-directive changes, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies thereof to the DPW Project Manager.

- c. The Construction Administrator shall record the names, addresses, and telephone numbers of the design builder personnel, subcontractors, and major suppliers of materials and equipment.
- d. The Construction Administrator shall maintain a monthly photo log of events of all major activities and all activities that require additional attention.
- e. The Construction Administrator shall prepare and provide monthly progress reports to the DPW Project Manager. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the project schedule, an update on the construction budget, and any recommendations by the Construction Administrator for meeting either the project schedule or the construction budget.
- f. The Construction Administrator shall examine submittals made by the design builder and furnish recommendations to the State concerning material and equipment, and review and report on the design builder's proposals in connection with changes in the construction work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.

7. Change Orders

The Construction Administrator shall review, keep a log of, and monitor all the approval processes for the requests for change orders received from the design builder ensuring the inclusion of all backup material. The Construction Administrator shall review the design builder's recommendation for any change order. The Construction Administrator shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the design build contractor's change order request. The Construction Administrator shall forward its recommendation to the State for approval.

If requested by the State, the Construction Administrator shall negotiate the change order between the design builder and the State. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiation sessions shall have a written record of the meetings and exchanges prepared by the Construction Administrator for transmission to the State. The written record shall include inspection reports, progress reports, instructions given, a record of the design builder's and the client agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

8. Construction Budget

The Construction Administrator shall monitor and update the construction budget and submit a monthly report to the DPW identifying activity variances between actual, budget, and projected costs. The report shall include a trend analysis for the project and indicate the balance to date of the construction contingency for the project.

9. Project Closeout

The Construction Administrator shall receive and review as-built drawings and submit them, if they are correct, to the DPW, which shall in turn forward them to the design builder to produce the record drawings on mylars. Prior to the recommendation of final payment to the design builder, the Construction Administrator shall receive and review, for completeness and compliance with the construction documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests and approvals.

The Construction Administrator, in conjunction with the DPW and the design builder, shall prepare a punch list, and conduct an inspection to determine if the construction work is in compliance with the construction documents.

The Construction Administrator, in conjunction with the DPW, the building authority having jurisdiction, and the design builder, shall make a recommendation on substantial completeness of the project and obtain certification of occupancy as required.

The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to DPW concerning acceptance of the work. The Construction Administrator shall monitor the design builder's progress and upon completion of the design builder's work shall recommend that a final inspection be performed.

The Construction Administrator shall then, in conjunction with the DPW and the design builder, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Construction Administrator shall recommend in writing to the DPW acceptance of the work and final payment to the design builder.

10. Claims and Disputes

The action taken, services rendered, and data gathered by the Construction Administrator are key elements with regard to construction claims. The Construction Administrator shall perform the following:

- a. Administer the construction contract fairly and in accordance with the contract terms and conditions.
- b. Identify potential problems, evaluate the conditions involved, and coordinate with the design builder to prevent or minimize problems.
- c. Refute promptly, in writing, any written statements by the design builder that are not correct.
- d. Keep in a separate file complete documentation of claims or potential claim activities.
- e. Provide all relevant information, make written recommendations on the validity of claims, provide costs analysis, and provide support to the State, the DPW Project Manager, the Attorney General, and outside counsel, as required, within the duration of this contract.

11. The Construction Administrator covenants and agrees that it shall perform its services under this contract in accordance with the standards and practices of its profession.

12. Nonperformance

If the Construction Administrator does not fulfill or complete its services in a timely and adequate manner, the State reserves the right to withhold monetary payments to the Construction Administrator until such time as the work is brought up to date in an adequate manner. The amount withheld shall be reasonably determined by the Commissioner. If the State is harmed by the Construction Administrator's nonperformance, the State shall be granted fair and equitable compensation by the Construction Administrator as reasonably determined by the Commissioner.

The State has the right for inspection on demand of the Construction Administrator's products. The State will accept only those products that meet reasonable professional standards.

13. Force Majeure

Neither party shall be liable to the other nor deemed to be in breach of this contract for failure or delay in rendering performance arising out of causes factually beyond its control and

without its fault or negligence. Such causes may include, but are not limited to, acts of God, wars, fires, floods, epidemics, guarantee restrictions, strikes, or freight embargoes. Irrespective of the occurrence of any of the foregoing events or circumstances the Construction Administrator shall take reasonable measures to mitigate any damage caused thereby.

14. Waivers

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

15. Severability

If any of the provisions of this contract are declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of the obligations under any such provisions. The remainder of the contract shall be enforced to the fullest extent permitted by law.

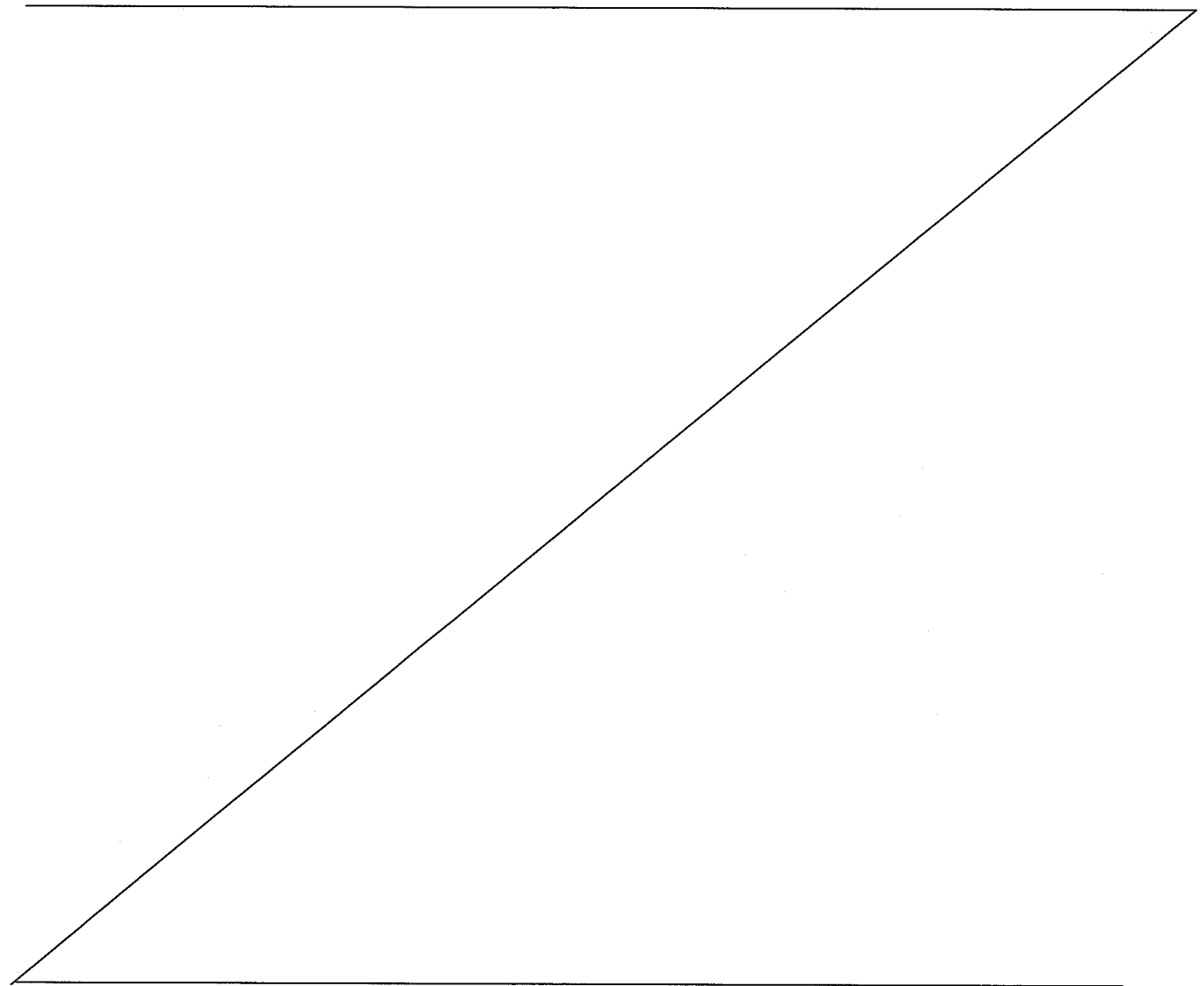


EXHIBIT B

**New Parking Structure
Eastern Connecticut State University
Willimantic, Connecticut
Project No. BI-RW-282-DB
Contract No. BI-RW-282-CA**

The total fee for the Construction Administrator shall be:

Three Hundred Thousand	Dollars	\$300,000.00
and shall be paid as indicated below for the completion of the work specified when previously authorized in writing:		
A. Phase I – Design Review Services:		
Fifty Thousand	Dollars	\$50,000.00
B. Phase II – Construction Services:		
Two Hundred Fifty Thousand	Dollars	\$250,000.00
TOTAL FEE		\$300,000.00

The payment under Sections A above shall be paid after the related work has been completed and accepted by DPW.

The payments under Section B above shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the Phase II sum. An additional 5% of the Phase II sum shall be payable upon Certification of the Final Application for Payment. The balance of the Phase II sum shall be payable upon (1) completing project closeout as required by the Design-Build General Conditions and the Design-Build General Requirements and (2) the receipt of record drawings.

In the event the Commissioner of the Department of Public Works determines that the Construction Administrator has not performed its services as required by this contract, then the equal monthly installments shall be adjusted to a percentage commensurate with the level of the actual performance of the Phase II services. The equal monthly installment payments can be readjusted to a percentage commensurate with the level of the Construction Administrator's actual improvement of performance of the Phase II services. The issue of the Construction Administrator's performance of services shall be determined by the Commissioner.

All payment installments, as adjusted, shall remain in effect until the payments reach 90% of the Phase II sum. An additional 5% of sum shall be payable upon Certification of the Final Application for Payment. The balance of the Phase II sum shall be payable upon (1) completing project closeout as required by the Design-Build General Conditions and the Design-Build General Requirements and (2) the receipt of record drawings.

Nothing contained herein shall limit the State's right to suspend or terminate this contract pursuant to Articles VIII and IX of the contract.

Exhibit C

SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

SEXUAL HARASSMENT NARRATIVE

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or the Office of Diversity Programs at (860) 713-5308.

Signed by Commissioner Raeanne V. Curtis on September 21, 2007.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P A 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words* are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban "

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.